

Terms & Conditions

Promethean Strategies, LLC & Stop Smoking Forever™

Welcome to Stop Smoking Forever[™], a comprehensive smoking cessation program designed to support individuals in their journey to quit nicotine and stop smoking forever.

You must read the following Terms and Conditions, also called Terms of Use, carefully before purchasing, joining, using, attending, or interacting further with Our website, digital platforms, services, programs, courses, etc.

Stop Smoking Forever™ is a dedicated digital, online, 24/7 smoking cessation Product and Service, which includes personal mastery, personal development program, coaching, tools, training, and more.

Promethean Strategies, LLC ("Promethean", "Our", "Us", or "We") owns and operates Stop Smoking Forever™ and other related content, deliverables, programs, etc. (together "Product" or "Products"), and all related websites, (including StopSmokingForever.Life, et al), programs, courses, materials, services and content (together, "Service" or "Services"); including but not limited to audio, video, written, and or all other formats.

We are committed to protecting the privacy and security of any and all visitors, clients, and members ("Members", "You", or "Your"), who contact, visit, join, follow, or participate in any way, weather free of charge or for purchase, Our Program and/or Services, websites, platform, and social media, etc.

By purchasing, joining, using, attending, or interacting with Our Products and/or Services, Members agree to, commit to and abide by Our Terms.

Members must affirm that they are either at least 18 years of age, or an emancipated minor, or possess specific parental or guardian consent, and are fully able and competent:

- A) to assume and to fulfil the obligations set forth in these Terms, Disclaimers, and Privacy Policy;
- B) to make and agree to the representations and warranties set forth and required in these Terms, Disclaimers, and Privacy Policy; and,
- C) to abide by and comply with Our Terms, Disclaimers, and Privacy Policy.

Terms of Use

Member Accounts: When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. That means You must use Your real and actual name. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account with Our Products and/or Services.

Purchase of Our Program and Services: We do not accept payment by check, money order, crypto currency, or cash. When You purchase any of Our Products and/or Services are required to make full payment via Stripe, PayPal, or credit card (together "Digital Payment"). When providing Digital Payment information, You represent and warrant that You have the legal right to use the Digital Payment method You provide, and that the information You submit is accurate, complete, and true. We reserve the right to cancel or refuse Member access if Member's Digital Payment is at any point declined, cancelled or revoked by Member or Member's Digital Payment vendor, or if Promethean or Our 3rd-party financial services partners suspect Member or Member's payment is, knowingly or unknowingly, an unauthorized, illegal or fraudulent transaction.

Member Use Only: Member agrees that all Products and/or Services purchased from Promethean shall be for sole and personal use of Member only. Member may not sell, resell, share, give away any or provide access to any Promethean Products and/or Services to any other person. Member may not in any way use Promethean Products and/or Services for business and marketing purposes without the express prior written consent of Promethean or without a signed Affiliate Agreement or Partner Agreement with Promethean.

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We fully respect intellectual property rights and copyrights. If You believe a content item of Our or anyone else's copyrighted content, of any kind, is being used improperly by Promethean or if Our copyrighted content, again of any kind, is being used by another website, individual or organization, or 3rd party, please contact Us immediately here: "Contact Us" with "COPYRIGHT" in the Subject line or contact Us directly at (971) 200-5079.

Trademarks: All material and content on, in or part of Promethean's Products and/or Services, whether created, owned, operated, licensed, or controlled by Promethean is the proprietary information of Promethean, or the 3rd party that legally licenses, shared or provided the material or content to Promethean. As such, none of Promethean's materials or content, whether located on Our Products and/or Services may be copied, distributed, republished, uploaded, shared, posted, transformed, modified, or transmitted in any way without the prior express written consent of Promethean; however, the sole exceptions is that Members may download and or print out a copy of Promethean's PDF materials and content solely for Member's personal use, in Member's personal control, including but not limited mobile phones, iPads, computers, tablets, laptops, hard drives, thumb drives, online or cloud storage, etc. Members are prohibited from using any of the marks or logos appearing throughout Promethean's Products and/or Services without the express written permission of Promethean.

Conflicts, Disputes, Jurisdiction and Choice of Laws: Any conflicts or disputes with Promethean arising out of or relating in any way to the use or interaction with Our Products and/or Services shall be

governed by and construed in accordance with the laws of the State of Oregon, and any disputes arising under or in connection with Our Terms of Use, Disclaimers, and Privacy Policy, or any and all purchase, use or interaction Our Products and/or Services shall be subject to the exclusive jurisdiction of the state and federal courts located within the State of Oregon.

Members Agree to Receive Communication:

While in, using or participating with Our Products and/or Services, Members agree receive communication via email (mandatory), and/or text. Users will automatically be OPTED-IN to text messages, and may OPT-OUT at any time.

To Opt-Out of text messages, please simply REPLY to any one of our text messages with "STOP". For American Members, you can also Opt-Out of our text messages by texting "STOP" to 971-318-1603. For international Members you can also Opt-Out of our text messages by texting "STOP" to +1 971-318-1603.

To Unsubscribe from our emails go to our "Unsubscribe Page"

Disclaimer of Warranties and Limitation of Liabilities:

- 1. No Warranties: Promethean provides Products and/or Services 'as-is' and makes no warranties, express or implied, regarding its effectiveness, fitness for a particular purpose, or results. Our Products and/or Services are intended as educational, and supportive tools but does not guarantee cessation of smoking. Members in good standing who have paid for access and are past the 3-Day refund window are entitled to lifetime use of any and all Products and/or Services as contracted for and contained as part of Member's purchase.
- 2. No Guarantees: Promethean does not guarantee that Members using Our Products and/or Services will quit smoking successfully, and results may and will vary among Members. Promethean's Products and/or Services are not, may not be, and will never be a substitute for professional medical advice, diagnosis, prevention, treatment or cure for any health or medical condition.
- 3. Use at Your Own Risk: Members acknowledge that participation in the program, including hypnosis, coaching, training, and accessing, using, or interacting with Our Products and/or Services is voluntary and at their own risk. Promethean shall not be liable for any adverse consequences or damages arising from Members' use of Our Products and/or Services.
- 4. Limitation of Liability: To the fullest extent permitted by law, Promethean, its contractors, 3-rd party service providers, and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to, injury, emotional or psychological distress or anxiety or offense, change in health, inability to work, loss of profits, data, or business opportunities, or any other harm or loss of any kind arising from the use or inability to use Our Products and/or Services.

Terms and Conditions Acknowledgment and Consent:

By Purchasing, accessing, using, interacting with, and/or joining Our Products and/or Services, You acknowledge that You have read, reviewed, understood, agree to, commit to abide by, and have had an

opportunity to print out and/or download, our	Terms &	Conditions	of Use,	Disclaimers ,	and	<u>Privacy</u>
Policy.						



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